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Name of Offeror or Contractor: TEKGARD INC		

SUPPLEMENTAL INFORMATION
Modification P00001

NSN: 4130-01-195-7909
Noun: Compressor, Refrigerer

1. The purpose of this Modification P00001 is to:
 - a. Incorporate Request for Deviation, DT152001, dated 22 Jan 04, deviation requests the change of dimension on drawing (97403) 13226E1706, Rev. D covering the sole source Sanden Compressor.
 - b. Incorporate Request for Deviation, DT152002, dated 22 Jan 04, deviation requests the allowance of additional holes in the Pulley, Compressor covered by drawing (97403) 13226E1833.
2. As a result of this modification, the total amount of the contract remains unchanged.
3. All other terms and conditions remain the same.

*** END OF NARRATIVE A 001 ***

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CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 ADDED	52.213-4010 (TACOM)	ADDITIONAL GENERAL CLAUSES	FEB/1997

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

- (1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

- (2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

- (3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]